

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of the

Department of Public Works



REQUEST FOR PROPOSALS

for

TRANSIT BUS ADVERTISING

RFP No. 9902

Release Date: April 22, 2009

**Submittal Deadline: May 27, 2009
not later than 5:00 PM (Pacific)**

Placer County RFP No. 9902
Transit Bus Advertising

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION	1
2.0 TENTATIVE PROJECT SCHEDULE	2
3.0 PRE-PROPOSAL CONFERENCE	2
4.0 BACKGROUND	2
5.0 SCOPE OF SERVICES	3
6.0 REVENUE	10
7.0 PROSPOSAL FORMAT REQUIREMENTS	10
8.0 SUBMITTAL INSTRUCTIONS	12
9.0 EVALUATION CRITERIA	13
10.0 SELECTION PROCEDURE	14
11.0 ASSURANCE OF DESIGNATED PROJECT TEAM	14
12.0 GENERAL TERMS & CONDITIONS	14

ATTACHMENTS

- A. Fleet Characteristics**
- B. Revenue Proposal Sheet**
- C. Sample Contract**
- D. Route Maps**

1.0 INTRODUCTION

Placer County is soliciting sealed proposals from qualified advertising firms to perform sales, production, and installation of advertising space on the exterior and interior of its public transit buses for Placer County Transit (PCT), and Tahoe Area Regional Transit (TART).

Placer County does not currently have a formal advertising program that utilizes its buses. Proposals are requested for the implementation and ongoing operation of this program. The purpose of this Request for Proposal (RFP) is to establish a contract to provide Bus Advertising Services for an initial three (3) year period with options to renew for up to two (2) additional one-year periods.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Shery Meschede, Buyer II
Placer County Procurement Services
2964 Richardson Drive
Auburn, CA 95603
Phone: 530-889-4252
Email: smesched@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Pre-Proposal Conference.....	May 6, 2009
Deadline for Final Questions.....	May 15, 2009
Proposal Submission Deadline.....	May 27, 2009 @ 5:00 pm
Evaluation of Proposals and Interviews.....	June, 2009
Contract Negotiations.....	June-July, 2009
Contract approval by Board of Supervisors.....	July, 2009
Program Begins.....	July-August, 2009

3.0 PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for **May 6, 2009 at 10:00 am** at the following location:

**Placer County Administrative Services Conference Room
Larry Oddo Finance Administration Building
2964 Richardson Dr, Auburn, CA 95603**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 BACKGROUND

Placer County's bus fleet currently uses three operating bases listed below:

- Placer County Transit (PCT), 11432 F Ave. Auburn, CA. 95603
- PCT Dial-a-Ride Service, Foothills Blvd, Roseville, CA 95747
- Tahoe Area Regional Transit (TART), 870 Cabin Creek Rd, Truckee, CA. 96161

PCT operates 16 fixed route buses. Each route is assigned a specific bus and spares are rotated as needed. Buses are taken out of service as needed for maintenance, necessary repairs, or fueling.

PCT fixed routes include a route from the city of Auburn to the Watt Ave light rail station located in Sacramento using Interstate 80, a fixed route from the City of Lincoln to the City of Rocklin using Highway 65 and major surface streets within the City of Rocklin, and a fixed route covering the Highway 49 corridor in the City of Auburn. PCT also operates a route from Auburn to Colfax and Alta via Interstate 80 and a route from Auburn via Taylor Road to Sierra College covering Newcastle, Penryn, and Loomis.

PCT bus routes are generally on heavily traveled highways and arterials in Western Placer County and into the Sacramento area, operating from 5:00 am to 9:00 pm Monday - Friday and 6:00 am to 7:00 pm on Saturdays.

PCT also operates commuter bus service from Colfax to downtown Sacramento with stops in Meadow Vista, Auburn, Penryn, Loomis, Rocklin, and Roseville via Interstate 80 operating from 5:00 am to 7:00 pm Monday – Friday only.

PCT's Dial-A-Ride curb-to-curb service is operated by an outside contractor, Pride Industries. Dial-A-Ride serves an area within $\frac{3}{4}$ miles of the Hwy 49 corridor in Auburn and within the Rocklin and Roseville city limits operating from 6:00 am to 7:30 pm and 8:00 am to 6:00 pm on Saturdays.

TART fixed route operations include a route from Sugar Pine Point to Incline Village via Highway 89 and Highway 28 with a connection from Tahoe City to Truckee. A West Shore route services Homewood and connects with Truckee routes at Tahoe City. The North Shore route services Tahoe City, Kings Beach, Carnelian Bay, Crystal Bay and Incline Village. The Tahoe City to Truckee route includes the Squaw Valley Resort area, Squaw Creek, and Tahoe Forest Hospital.

TART bus routes are also on heavily traveled highways in the North Lake Tahoe and Truckee area, operating every day from 6:00 am to 7:30 pm, except Christmas Day.

See **Attachment D** for Route Maps

5.0 SCOPE OF SERVICES

The overall scope of work for this program includes the following:

- Implementation of Program
- Sales and Contracting with Clients
- Production of Advertising Materials
- Posting and Removing signs on PCT and TART vehicles
- Billing and Collecting Revenue
- Preparing and Distributing reports

5.1 Terms

Terms used in this RFP are defined as follows:

“County” means a Placer County or County representative appointed to manage the awarded contract.

“Contractor” means the firm selected by Placer County to perform sales, production and installation of advertising space on its bus fleet.

“Advertiser” means the person or firm whose advertisement is posted on a Placer County vehicle.

“Gross billing” means the total amount charged to an advertiser for the display of advertising on a Placer County bus.

5.2 Materials, Equipment and Supplies

Contractor shall furnish at its own expense all equipment, supplies and materials necessary and incidental to the solicitation, sales and installation of advertising materials. Contractor shall be responsible for any storage space required to store tools, advertising signs, or any other items required to complete tasks and responsibilities described herein. Placer County will not make space available for storage of these items on Placer County property.

The County will provide and install frames for interior advertisement cards, except within buses for which interior advertising is not allowed by County. Contractor shall be responsible for maintaining and replacing broken frames at its own expense. Contractor shall provide, install, maintain, and replace at its own expense, all interior advertising display hardware (straps, racks, moldings, card springs, etc.) as approved or directed by County representative for all buses in the Placer County fleet.

Placer County cannot guarantee the availability of a sheltered location for the contractor to utilize while applying advertisements. If a sheltered area is required for any application, contractor shall submit a request to PCT. Each request will be evaluated individually and space may be made available at County’s option.

Advertising cards posted inside buses shall remain in visually and physically good condition. Signs shall maintain a flat appearance, unwarped, untorn, and unbuckled. To prevent paper curling and fraying issues, Placer County recommends laminated signs, specially treated paper or use of Styrene or similar product.

County Representative shall approve method of affixing advertising signs to buses prior to installation.

5.3 Advertising Space

Placer County will make advertising spaces available on the interior and exterior of buses owned, leased, operated or controlled by Placer County with the exception of the front and top of the bus and all electronic destination signs. The Contractor shall have exclusive interior and exterior advertising rights of Placer County buses in the spaces designated by the County.

Placer County shall keep a supply of self-promotion signs to fit interior frames. Placer County reserves the rights to use three (3) interior advertising spaces per bus and 10% of the total exterior advertising spaces, and retains all rights as to their placement. In addition, any unsold interior or exterior space may be used by Placer County for self promotional use, including cooperative campaigns with other public agencies or private business. These unscheduled signs may be removed at anytime by the Contractor to clear space for paid advertising and/or other Placer County promotional use. Placer County shall not be charged for self-promotional advertisements except for production and printing of signs. If these services are required, Contractor shall install these advertisements at no charge within seven (7) calendar days after receipt and remove all self-promoting ads within three (3) calendar days of the specified removal date. The Contractor shall agree to store, mount, post, install, display, remove, and dispose of all advertisements at no cost to the County. Placer County interior signs shall have priority of installation over all other non-revenue generating interior cards.

Advertising agency must remove date sensitive advertisements within three (3) calendar days after expiration. Failure to remove date sensitive advertisements within seven (7) calendar days after may result in Placer County DPW removing the advertisements and assessing the cost for removal to Contractor.

Placer County reserves the right to post in its buses Route Maps, Schedules, coupon books or notices regarding its services and operations in non-ad space areas of the buses.

5.4 Types of Advertisements and Sizes

Placer County shall allow the following standard direct application type advertisements on the exterior of the buses. Frames on the exterior of buses will not be allowed.

- King Poster: 30" x 144"
- Mini-King Posters: 30" x 120"
- Queen Posters: 30" x 88"
- Tail Posters: 21" x 72"

Exterior advertisements shall be a pressure sensitive, direct application material such as Flexon Opaque Busmark vinyl or other similar County approved material, to be provided by the Contractor.

Each fixed route bus contains approximately 18-24 interior advertising spaces with frames, sized 11" x 24" and 11" x 48". Interior advertising space consists of channeled frames 11 inches high, running various lengths in the buses. Some buses do not accommodate interior advertising cards as detailed in Attachment A, Fleet Characteristics.

Placer County will consider other specialty advertisements on a case by case basis and may elect to allow one or more of the following ad sizes.

- Super King Posters
- Super Ultra-Kings Posters
- Freeform Graphics
- Super Tail
- Full Wrap Tails
- Full Wrap

The Contractor shall submit all requests for these advertisements in writing to County representative with full color illustration showing the proposed advertisement. Any bus with specialty graphics shall display all appropriate vehicle numbering, regulatory numbers and decals, logos and signage decals. The numbers and decals may be relocated to other positions on the bus providing the relocation meets all appropriate vehicle codes and the County's approval. Each bus used for specialty advertisements shall be returned to Placer County by the Contractor in the exact condition, paint scheme, and decal placement as the previous condition at the conclusion of the display contract for that bus. All painting and bodywork which may be required to convert a bus to a specialty display and back to a standard design bus shall be the sole responsibility of the Contractor. Placer County shall incur no costs in these efforts. At the County's option, PCT may contract with an outside agency for paint and body repairs. Contractor shall be responsible for reimbursing the County for those repairs.

5.5 Restrictions on Advertising Content

The following forms of advertising will not be permitted for placement or display on Placer County buses.

- Tobacco. The advertisement promotes the sale or use of tobacco or tobacco related products, including depicting such products.
- Alcoholic beverages. The advertisement promotes the sale or use of alcohol or alcohol related products, including depicting such products.
- Profanity. The advertisement contains profane language.
- Firearms. The advertisement contains an image or depiction of a firearm.

- Violence. The advertisement contains an image or description of graphic violence, including, but not limited to, (1) depiction of human or animal bodies, body parts, or fetuses in states of mutilation, dismemberment, decomposition, or disfigurement, or (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal.
- Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- Unlawful good or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- Obscenity or nudity. The advertisement contains obscene material or images of nudity.
- Sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way the average adult, applying contemporary community standards, would find offensive or inappropriate for viewing by minors.
- Demeaning or disparaging. The advertisement contains materials that demeans or disparages an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, or sexual orientation.
- “Adult” oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans, or other materials which are identifiable with films rated “X” or “NC-17”, video games rated “A” or “M”, adult book or novelty stores, adult video stores, nude dance clubs or other adult entertainment establishments, adult telephone services, adult internet sites, or escort services.
- Political. The advertisement, or any material contained in it, promotes, appears to promote, opposes, or appears to oppose, any candidate for public office, any political party, or promotes or implies a position on any proposition, referendum, proposed or existing laws or other ballot measures.
- Religion. The advertisement promotes, opposes, or addresses religion or a religious subject.
- Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the County of Placer or the member cities within its service area, of any service, product, or point of view, without prior written authorization of the County of Placer or the member city.
- False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, is false, misleading, or deceptive.

- Libelous speech, copyright infringements, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject Placer County to litigation.
- Special provisions regarding web addresses and telephone numbers. The advertisement is such that (1) the message or sponsorship of the advertisement cannot reasonably be determined without reference to a website or telephone number that is listed in the advertisement, and (2) that website prominently contains, or that telephone number directs callers to, material that violate the Guidelines.

The Contractor shall use discretion when accepting materials for display or soliciting potential advertisers to ensure that restricted advertisements are not displayed. Complaints received by Placer County about any advertisement will be directed to the Contractor for immediate response. Contractor shall copy County representative on any correspondence regarding complaints and resolutions. Placer County reserves the right to request removal of any advertisement from any bus. If requested, advertisement shall be removed within 48 hours of receipt of written request.

5.6 Un-Paid Public Service Announcements and Non Profit Advertisements

Unsold advertising space not used by the County may be used for eligible Public Service Announcements (PSA) free of charge. Contractor may charge advertiser a fee for production and/or installation and removal of the advertisements. Installation and removal shall be at no charge to the County.

PSAs will be allowed on a space availability basis. As with any advertisements, PSAs must be approved by Placer County prior to installation. Placer County reserves the right to reject any PSA content submitted for display on its buses.

Public Service Announcements are subject to the following criteria.

- a. Must be a non-profit corporation with a 501 (c)(3) authorization from the IRS. Documentation must be provided.
- b. Must not have purchased advertising for the same campaign from other media outlets.
- c. Must be directed to a significant segment of the public and relate to:
 - Prevention and Treatment of illness
 - Children and Family Services
 - Broad-based employee contribution campaigns (i.e. United Way), or
 - Services and programs that support low income and disabled citizens.

d. Advertisements may not be:

- Retail or commercial in nature
- For any for-profit lobbying groups, organizations and other products that clearly conflict/counter the PSA message
- Pharmaceuticals (in most cases)
- Related to festivals, shows, sporting events, concerts, lectures or events for which an admission fee is charged or which is commercial in nature
- Religious or political in nature, nor solicit or promote membership in a religious or political organization
- Restricted under Restrictions on Advertising Content (Section 5.5)

5.7 Review of Advertisement

Contractor shall ensure each advertisement is reviewed and approved by County representative prior to placement. Upon receipt of notification, County representative shall advise the Contractor whether the advertisement conforms to the County's standards or otherwise violates Restrictions on Advertising Content (Section 5.5). Contractor may allow Advertiser to make revisions to the advertisement in order to bring the advertisement into conformance.

If the Contractor and the Advertiser do not reach agreement on the revision of the advertisement, or if the Contractor determines that no appropriate revision would bring the advertisement into conformity with the County standards, the Advertiser may request that the Contractor obtain a formal determination from the County representative. County representative may consider any materials submitted by the Advertiser and may consult with the Contractor, Director of Public Works or County legal counsel in making the formal determination whether the proposed advertisement is acceptable. County representative shall provide the Contractor with a written notice of the formal determination, and the Contractor shall relay the formal determination to the Advertiser. Contractor may appeal the formal decision in writing to the Director of Public Works or designee. The determination of the Director of Public Works or designee shall be final.

5.8 Records and Reports

Contractor shall keep complete, accurate and up to date records of all advertising business conducted by Contractor on the County's behalf.

Within 20 calendar days after the end of each calendar month, the Contractor shall send Placer County a statement of billing, appropriate payment due from revenues billed in the prior month, and a report on each Advertiser with the following information:

- Advertising contract number along with the customer name and address
- Size and type of advertisement(s)
- Gross and net billings per advertiser
- Bus number(s) in which the advertiser advertisement was placed

A delinquency in payment to Placer County of 60 days or more may be basis for termination of the contract.

Placer County shall have the right to audit Contractor's books and accounts relevant to the Advertising Program. If Placer County elects to make such an audit, Contractor shall make all appropriate books, records, and accounts, including records maintained for payments made to Placer County, available within thirty (30) days of Placer County's written request. Contractor must preserve all appropriate books, records, and accounts generated during the entire term of the contract for up to three (3) years after termination of the contract.

Contractor shall provide Placer County with written notice of any advertising rate change thirty (30) days prior to the effective date of the rate change. Placer County shall approve all rate changes prior to publication.

5.9 Warranty

Contractor shall warrant that all services, products, and processes utilized in production, installation, maintenance, repair and removal of all advertisement during the term of the program shall not damage any of the bus surfaces or equipment. Contractor shall be liable for damages and reimburse Placer County for its actual costs of repairs (labor, parts and materials) plus a 25% administration overhead fee. Prior to undertaking the repair Placer County will provide 72 hours notice to enable the Contractor time to inspect the subject damage if so desired.

5.10 Revenue

The Contractor shall pay Placer County a percentage of the annual gross sales or a yearly minimum guaranteed payment, whichever is greater. The minimum guarantee shall be paid in equal monthly installments for the contract year plus any amount above the minimum guarantee equal to the percentage of gross sales agreed upon.

6.0 PROSPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. It is preferred that the information be provided in the order specified. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size.

All proposals shall contain the following elements, and in the order given:

6.1 Cover Letter with the following information:

- Title of this RFP

- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number and Fax Number
- A statement that the submitting firm will perform the services as described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

6.2 **Signature Requirements** – The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

6.3 **Firm's Organization Chart** – Including its constituent parts, and size variation of staffing levels in the past five years.

6.4 **Firm's Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing the requested advertising services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

- 6.5 **Experience and References** – Provide a summary of the firm’s experience in providing transit specific advertising services. Provide a minimum of three references for transit related advertising projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.
- 6.6 **Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member/contractor assigned to this project, including length of service with the firm and résumé, and the qualifications & experience of any subcontractor staff on your project team. Include an organization chart of the proposed staff available for this program and the designated project manager/lead. Include addresses, phone numbers, and locations of all staff dedicated to the service of this program.
- 6.7 **Start-up Plan** – Provide a detailed discussion on your firm’s approach to the successful implementation of this program. Include thorough discussions of methodologies you believe are essential in start-up. Include a proposed time line to accomplish those tasks. Identify the staff who would be assigned to each task, including sub consultants.
- 6.8 **Program Plan** – Provide a detailed discussion of your firm’s approach to the successful ongoing operations of this program. Include thorough discussions of methodologies you believe are essential to program management and control, cost control, generating revenue, and successful operations.
- 6.9 **Revenue and Cost Proposal** – Provide a cafeteria style proposal with minimum guarantee of revenue and percentage of gross proceeds each consecutive year for the initial three (3) year period. Complete and include: **Attachment B Revenue Proposal Sheet**.
- 6.10 **Rate Sheet** – Include client rate sheet with rates per size of advertising space.
- 6.11 **Required Statements** – Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the team without approval by Placer County staff (**Section 11.0**)
 - Non-conflict of interest (**Section 12.4**)
 - Non-collusion (**Section 12.5**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7.0 SUBMITTAL INSTRUCTIONS

- 7.1 **One (1) original and five (5) copies** of your proposal shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

7.2 Proposals must be submitted ONLY to:

Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

7.3 Faxed and/or emailed proposals shall not be accepted.

7.4 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.5 Late submittals shall not be accepted or considered.

7.6 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

7.7 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.

7.8 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

7.9 All costs associated with proposal preparation shall be borne by the offeror.

7.10 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and proposed staff (per Sections 6.5 & 6.6)	25
B. Start-up Plan (per Section 6.7)	15
C. Understanding of the project – Proposed Program Plan (per Section 6.8)	10
D. Guaranteed Annual Revenue (per Section 6.9)	50
Total Possible Points:	100

Pursuant to existing Placer County policy, a local preference credit of 5% for Placer County businesses will be permitted when evaluating responses to this RFP. The 5% credit will be added to the scores of qualifying firms during the evaluation process. Firms claiming Local Vendor Preference must submit an Affidavit of Eligibility with their response, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be obtained via the internet, by logging on to: www.placer.ca.gov/admin/procurement/lvp.aspx

9.0 SELECTION PROCEDURE

- 9.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 9.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 9.3 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 9.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

10.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

11.0 GENERAL TERMS & CONDITIONS

- 11.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Attachment C**. Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be clearly marked "Proposed Exceptions" in your submittal, and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.

- 11.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 11.3 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 11.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 11.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 11.6 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment C**.
- 11.7 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

FLEET CHARACTERISTICS

1.0 INVENTORY

Provided below is the inventory of Placer County's active fixed route, commuter route, and Dial-a-Ride bus fleet for PCT and TART available for the advertising program. This information represents Placer County's best estimate of available vehicles and is subject to change at any time.

Series Year	Make/Model	Size	Quantity	Base Location	Interior Ads
1997	Bluebird	28 ft.	2	Auburn	No
2000	Orion V	30 ft.	2	Auburn	Yes
2000	Gillig Phantom	35 ft.	2	Truckee	Yes
2001	Orion V	30 ft.	2	Auburn	Yes
2001	Orion V	35 ft.	3	Truckee	Yes
2003	Orion V	35 ft.	4	Auburn	Yes
2004	Orion V	35 ft.	3	Truckee	Yes
2004	Orion V	35 ft.	3	Auburn	Yes
2006	Orion V	40 ft.	2	Truckee	Yes
2006	Orion V	40 ft.	2	Auburn	Yes
2008	Ford StarTrans	24 ft.	9	*Auburn/Roseville	No
2009	**MCI	45 ft.	5	Auburn	TBD

*Six of the 2008 Ford StarTrans buses are located in Roseville and operated by an outside contractor, Pride Industries; three are located in Auburn and operated by PCT.

**Placer County is currently anticipating the purchase of five (5) 45 ft. MCI over-the-road style coaches within the next year.

Placer County plans to add additional buses over the next several years. Some of the new buses will replace older buses and some will increase the fleet size. Placer County retains the right to increase or decrease the fleet size depending on changes in service needs or funding. Placer County will notify the advertiser in writing at least 60 days in advance of any changes in the fleet.

If the number of buses available for the advertising program changes, or the vehicle type mix changes in a way as to affect sellable space or revenue potential, the amount of guaranteed revenue shall be increased or decreased proportionately.

Placer County also retains a reserve fleet of three (3) replica trolleys which are operated in the Tahoe area. These vehicles are not available for advertising purposes.

2.0 BUS INTERIOR AND EXTERIOR MEASUREMENTS

Series	Make/Model	Size	Quantity	Exterior Measurements Rear	Exterior Measurements Side	Interior Measurements Road Side
1997	Bluebird	28 ft.	2	Width 95" Bumper to Window 40" Window to Roof 43"	Length 104" Height 99"	None
2000	Orion V	30 ft.	2	Width 95" Bumper to Window 33" Window to Roof 55"	Length 130" Height 88"	Length 255" Height 11"
2000	Gillig Phantom	35 ft.	2	Width 96" Bumper to Window 38" Window to Roof 47"	Length 172" Height 96"	Length 330" Height 11"
2001	Orion V	30 ft.	2	Width 95" Bumper to Window 33" Window to Roof 55"	Length 130" Height 88"	Length 255" Height 11"
2001	Orion V	35 ft.	3	Width 95" Bumper to Window 33" Window to Roof 55"	Length 169" Height 88"	Length 294" Height 11"
2003	Orion V	35 ft.	4	Width 95" Bumper to Window 33" Window to Roof 55"	Length 169" Height 88"	Length 294" Height 11"
2004	Orion V	35 ft.	6	Width 100" Bumper to Window 33" Window to Roof 55"	Length 169" Height 88"	Length 294" Height 11"

Series	Make/Model	Size	Quantity	Exterior Measurements Rear	Exterior Measurements Side	Interior Measurements Road Side
2006	Orion V	40 ft.	4	Width 100" Bumper to Window 33" Window to Roof 55"	Length 229" Height 88"	Length 355" Height 11"
2008	Ford StarTrans	24 ft.	9	Width 96" Bumper to Window 33" Window to Roof 43"	Length 139" Height 84"	None

All rear exterior measurements are from the top of the rear bumper to the bottom of the window and from the bottom of the window to the top of the roof.

All side exterior measurements begin with the rear of the front wheel well and end with the front of the rear wheel well, and include the doors to the bus.

3.0 BUS PHOTOS

Rear

Curb Side

Road Side

Series 1997



Series 2000



Series 2001



Series 2003



Rear

Curb Side

Road Side

Series 2004



Series 2006



Series 2008



REVENUE PROPOSAL SHEET

The Contractor shall pay Placer County a percentage of the annual net sales (e.g. 65%), or a yearly minimum guaranteed payment, whichever is greater. The minimum guarantee will be paid in equal monthly installments for contract year plus any amounts above the minimum guarantee equal to the percentage of gross sales agreed upon.

1.0 ADVERTISEMENT SIZE BY VEHICLE TYPE

Using the chart below indicate quantity of advertisements that will fit on each bus size/type you propose. Placer County will have final determination as to which advertisement types will be allowed on each bus. Proposals which include any deviation from this list, including additional advertising, must be explained in detail.

Series	Size	Location	Quantity Per Vehicle				
			King	Mini King	Queen	Tail	Interior Cards
1997	28 ft.	Auburn					Not Allowed
2000	30 ft.	Auburn					
2000	35 ft.	Truckee					
2001	30 ft.	Auburn					
2001	35 ft.	Truckee					
2003	35 ft.	Auburn					
2004	35 ft.	Truckee					
2004	35 ft.	Auburn					
2006	40 ft.	Truckee					
2006	40 ft.	Auburn					
2008	24 ft.	Roseville/ Auburn					Not Allowed
2009	45 ft.	Auburn					TBD by County

2.0 PERCENTAGE OF GROSS PROCEEDS AND MINIMUM GUARANTEE

Contractor shall specify the percentage of gross proceeds to be paid to the County.
Contractor shall pay the County the minimum guaranteed annual payment or percentage of gross proceeds, whichever is greater.

List below your annual minimum guarantees and percentage of Gross Proceeds.

Percentage of Gross Proceeds to be paid to the County: _____%

Minimum Guaranteed Annual Payment, paid Monthly:

1st Year, \$_____Annual / 12 Monthly payments \$_____ Per Month

2nd Year, \$_____Annual / 12 Monthly payments \$_____ Per Month

3rd Year, \$_____Annual / 12 Monthly payments \$_____ Per Month

Administering Agency: Placer County Public Works Transit Services

Contract No. _____

Contract Description: Bus Advertising Services

**CONSULTANT SERVICES AGREEMENT
SAMPLE CONTRACT**

THIS AGREEMENT is made at Auburn, California, as of _____, 20____, by and between the County of Placer, ("County"), and _____ ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in **Exhibit A**. Contractor shall provide said services at the time, place, and in the manner specified in **Exhibit A**.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in **Exhibit B**, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed _____ Dollars (\$_____).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Contractor agrees to protect, defend, and indemnify County in accordance with the provisions contained in Exhibit D.
10. **Insurance.** Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII, for the coverage shown in **Exhibit D**. All costs of complying with these insurance requirements shall be included in Contractor's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

15. **Termination.**

- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County,

and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

18. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
19. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
20. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

CONSULTANT:

Placer County _____ Dept
Attn:

Attn:

Phone:
Fax:

Phone:
Fax:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: _____

Approved As to Form – County Counsel:

By: _____

CONSULTANT - _____ *

By: _____

Name: _____

Title: President/Vice President

By: _____

Name: _____

Title: Secretary

**If Consultant is a corporation, this agreement must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

(To be negotiated based on this RFP and consultant's proposal)

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment procedure, amount, and conditions of payment to be negotiated,
based on this RFP and consultant's proposal

SAMPLE:

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County (name of department)

Attn: _____

Auburn, CA 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County and as outlined below (*or in the Scope of Work, or other agreeable interval*).

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

(All equipment, facilities, and other resources to be provided or made available by County to be negotiated, based on this RFP and consultant's proposal)

EXHIBIT D

**HOLD HARMLESS AGREEMENT
AND INSURANCE REQUIREMENTS**

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

- A. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

- B. CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

- C. If CONSULTANT is a **sole proprietor** and/or has no employees, Worker's Compensation Insurance is not required. However, CONSULTANT shall provide a written statement attesting to this fact, and shall further agree that they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

4. **GENERAL LIABILITY INSURANCE:**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - One million dollars (\$1,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

5. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language (use most current version of "Additional Insured – Owners, Lessees, or Contractors, ISO Form No. CG 20 09 11 85 or CG 20 10 11 85):

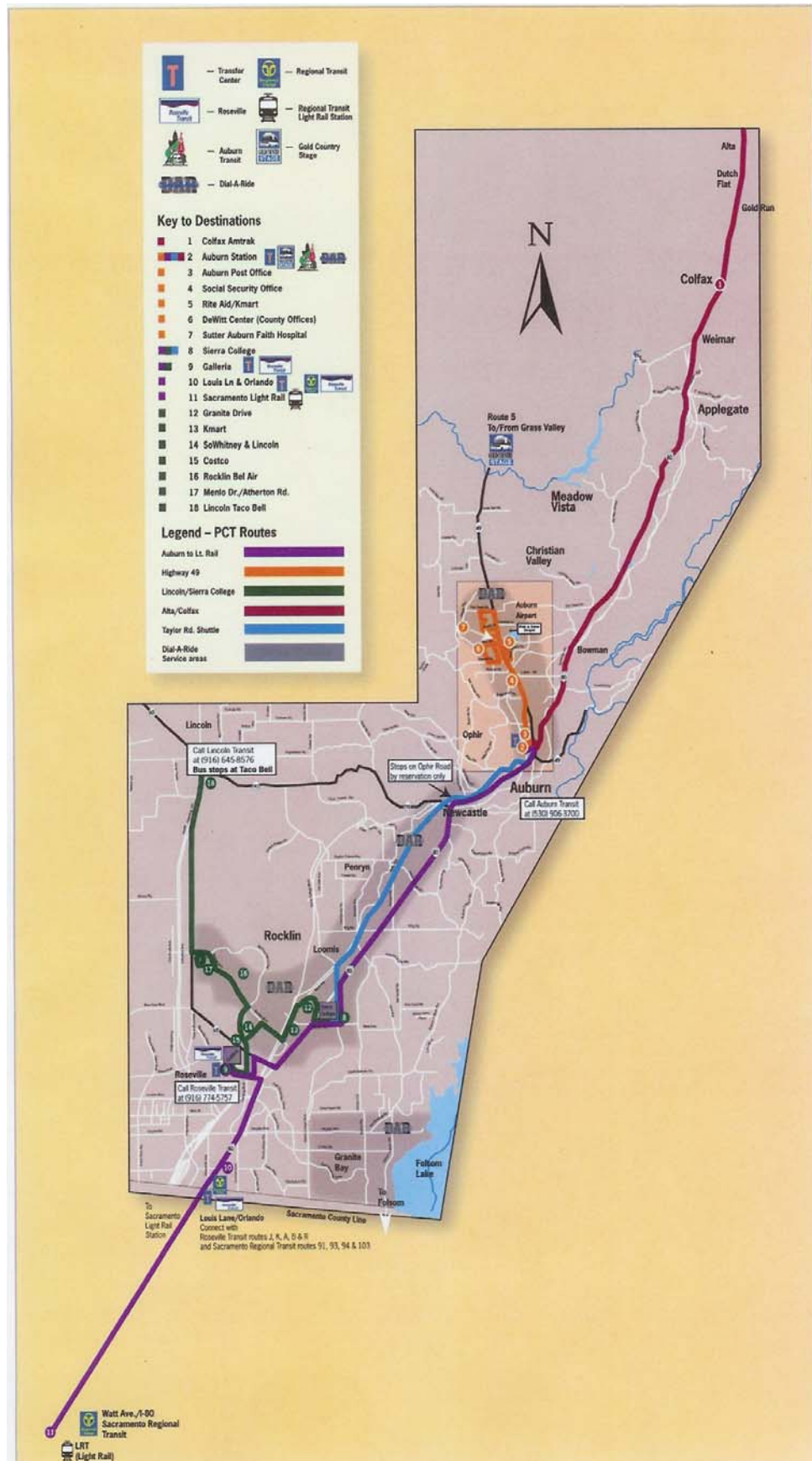
- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. **AUTOMOBILE LIABILITY INSURANCE:**

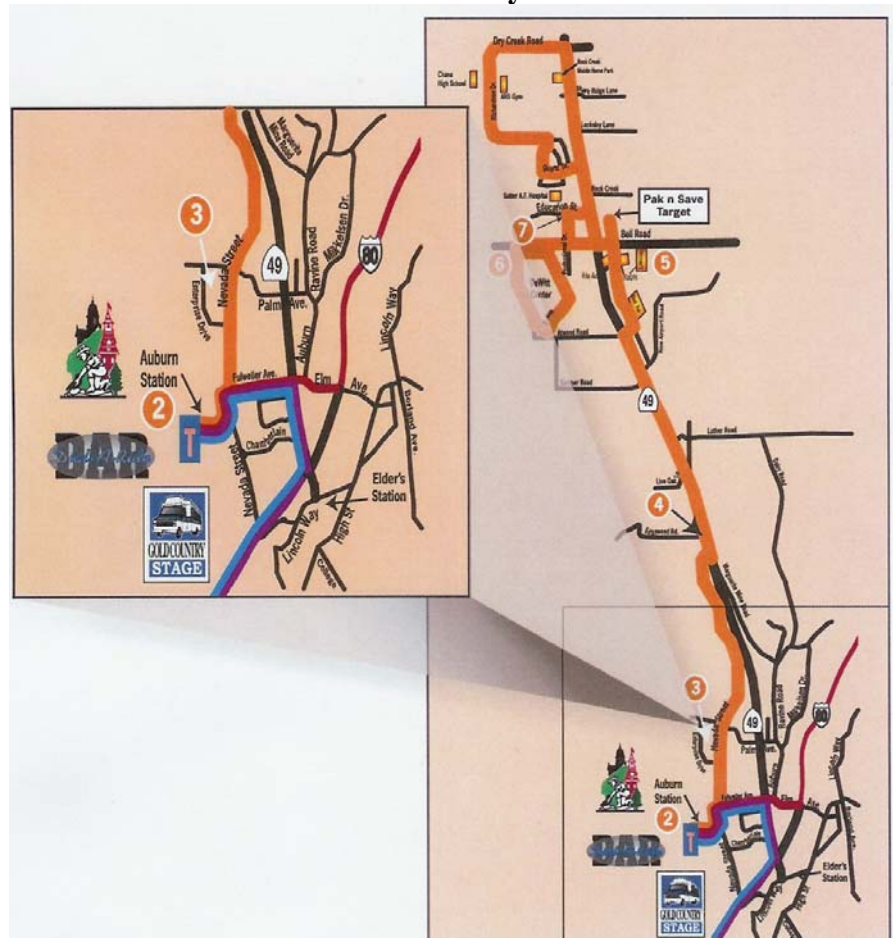
Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

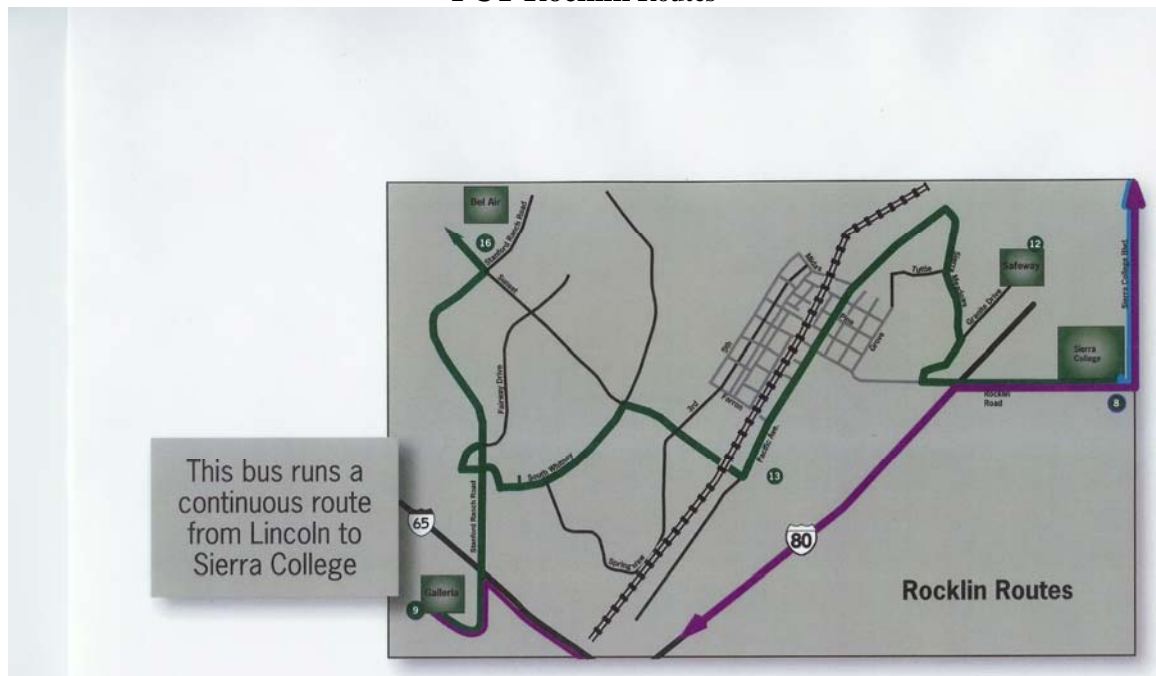
PCT Routes



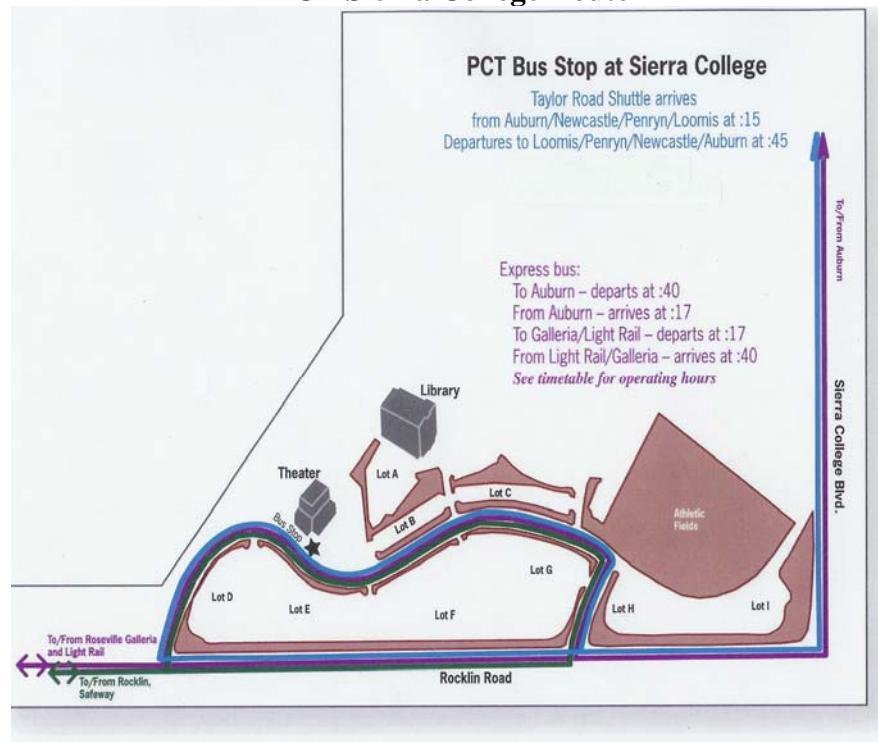
PCT Auburn Hwy 49 Route



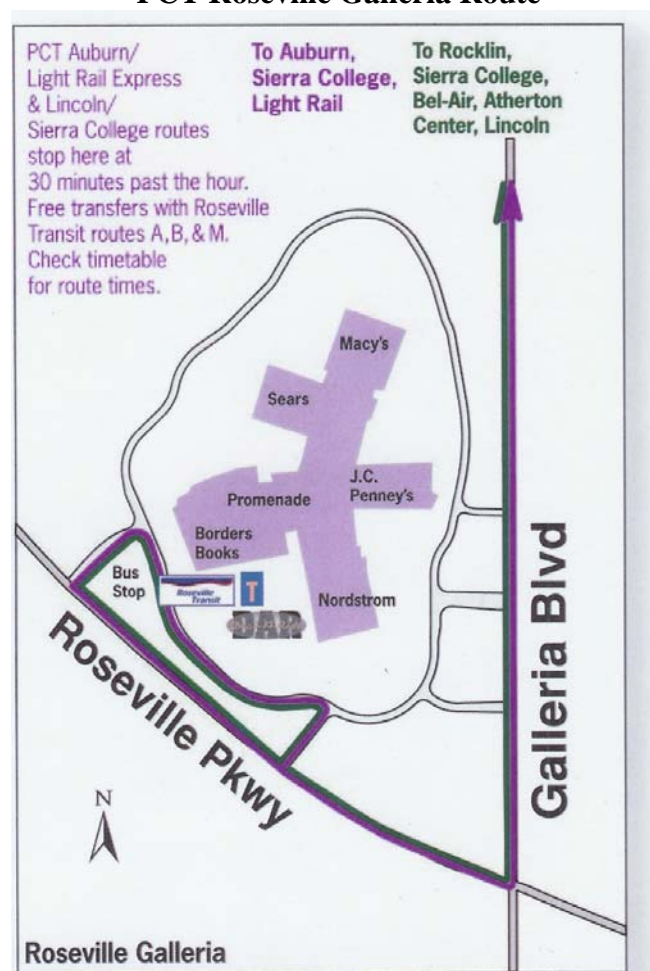
PCT Rocklin Routes



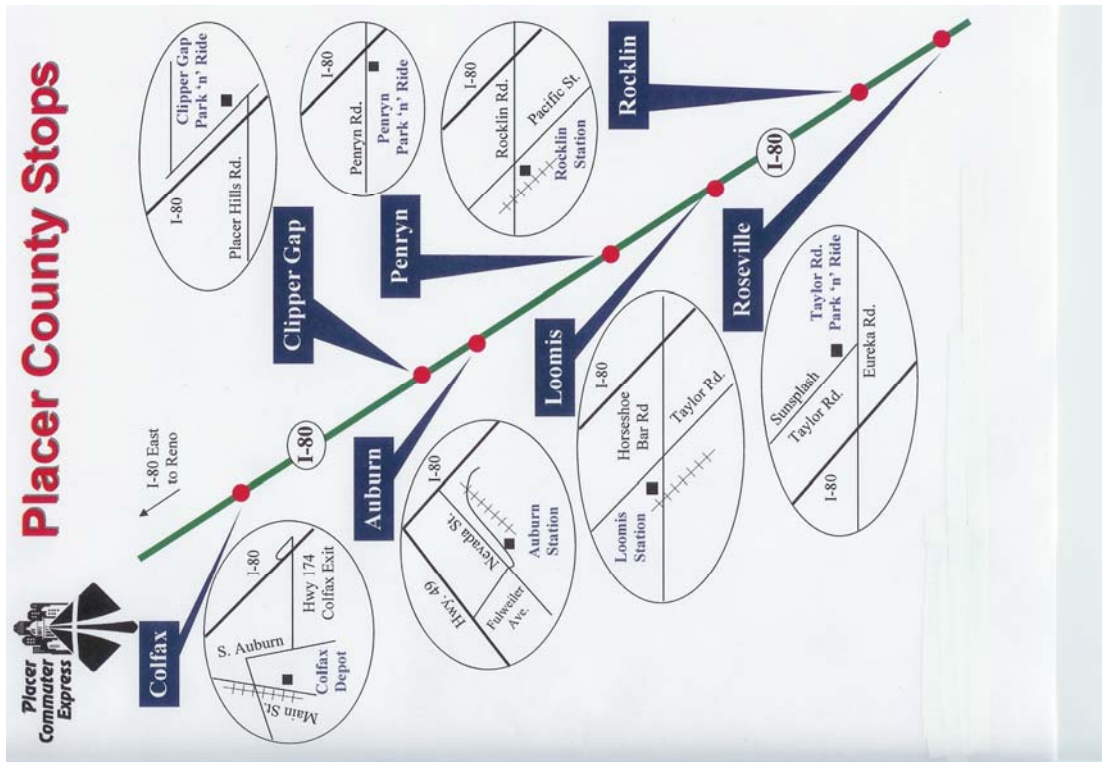
PCT Sierra College Route



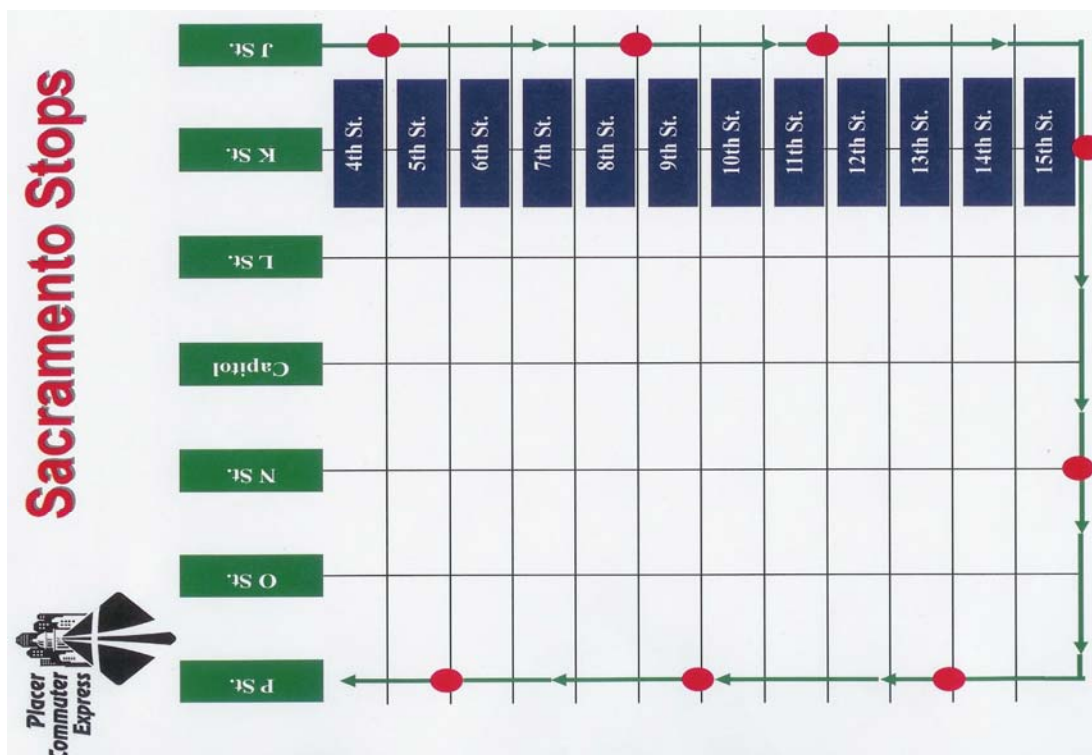
PCT Roseville Galleria Route



PCT Commuter Express Placer County Stops



PCT Commuter Express Sacramento Stops



TART Routes

